

TABLE OF CONTENTS

BIDDER'S INFORMATIONAL PACKAGE

203 MAIN STREET LENOX, MASSACHUSETTS

DESCRIPTION	PAGE #
MORTGAGEE'S SALE OF REAL ESTATE	1-3
AUCTIONEER'S MEMORANDUM OF PUBLIC AUCTION	4
OTHER TERMS OF REAL ESTATE SALE	5-10
MUNICIPAL LIEN CERTIFICATE.....	11
AUCTIONEER'S MEMORANDUM OF PUBLIC AUCTION OF PERSONAL PROPERTY.....	12
OTHER TERMS OF PERSONAL PROPERTY SALE	13-14

THE FOLLOWING MATERIALS ARE FURNISHED SOLELY FOR INFORMATION PURPOSES. NO WARRANTIES OR REPRESENTATIONS ARE MADE BY EITHER THE MORTGAGE HOLDER OR THE AUCTION COMPANY AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF THESE MATERIALS OR THE INFORMATION CONTAINED THEREIN. PROSPECTIVE PURCHASERS SHOULD MAKE THEIR OWN INVESTIGATIONS AND INSPECTIONS AND DRAW THEIR OWN INDEPENDENT CONCLUSIONS. THESE MATERIALS AND THE INFORMATION CONTAINED THEREIN ARE ALSO SUBJECT TO POSSIBLE CHANGE PRIOR TO OR AT THE TIME OF THE SCHEDULED FORECLOSURE SALE.

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **BDM, Inc.**, a Massachusetts corporation, to **Metro Funding Corp.**, a New Jersey corporation, dated December 21, 2007 and recorded with the Berkshire Middle District Registry of Deeds on December 24, 2007 in Book 3960, Page 257 of which mortgage the undersigned, **MFC FUNDING, LLC**, a Delaware limited liability company, is the present holder by virtue of Assignment of Mortgage recorded in said Registry of Deeds in Book 3960, Page 288, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at **2:00 P.M.** on the **19th day of March, 2010**, at the mortgaged premises located at **195-203 Main Street, Lenox, Massachusetts, 01240**, all and singular the premises described in said mortgage, to wit:

The land in said Lenox, bounded and described as follows:

PARCEL I:

Meaning and intending to convey that piece or parcel of land as shown on a plan of land entitled "Plan of Land in Lenox, Mass. Owner: Estate of Edward McDonald, Scale: 1" = 40', August 31, 1990", which plan is recorded in the Berkshire Middle District Registry of Deeds in Book 417-N, Page 80.

Being Parcel I of the premises conveyed to the mortgagor by deed of Douglas C. McLaughlin and Billie D. McLaughlin, dated December 21, 2007, and recorded December 24, 2007, with the Berkshire Middle District Registry of Deeds in Book 3960, Page 254.

PARCEL II:

Beginning in the westerly line of Main Street at the northeasterly corner of land of Edward McDonald now or formerly;

thence South 89 degrees 40 minutes West along the northerly side of said McDonald's land two hundred and four and 8/10 feet to a post in the ground;

thence South 73 degrees West along said McDonald's land one hundred and forty-nine feet to the center of a stone wall in the easterly line of land formerly of E.P. Wolsey;

thence along said line northerly three hundred and one feet to land of James Beglin, now or formerly;

thence easterly along the southerly line of said Beglin to a stone in the ground in the westerly line of said Main Street, and

thence southerly along said westerly line of said street one hundred and ninety-one and 2/10 feet to the place of beginning, and containing two and 64/1000 acres.

The survey of the lines on the southerly side of these premises is from the true meridian.

See also plan of land entitled "Plan of Land in Lenox, Mass. Owners: John E. & Vicki L. D'Elia" which plan is recorded in the Berkshire Middle District Registry of Deeds in Book 417-N, Page 79.

The grantor also quitclaims and conveys all remaining rights an interest in the land lying easterly of Main Street being a strip lying southerly of Harold Godwin's land and a "V" shaped parcel near Thomas Briant's land.

Subject to an easement granted by John E. D'Elia and Vicki L. D'Elia to Massachusetts Electric Company dated May 1, 1986 and recorded May 13, 1986 with said Registry of Deeds in Book 1146, Page 788.

Being Parcel II of the same premises conveyed to the mortgagor by deed of Douglas C. McLaughlin and Billie D. McLaughlin, dated December 21, 2007, and recorded December 24, 2007, with the Berkshire Middle District Registry of Deeds in Book 3960, Page 254.

Said premises will be sold and conveyed subject to all unpaid taxes, tax titles, municipal liens and assessments, if any. Said premises will also be sold and conveyed subject to prior liens or other enforceable encumbrances of record entitled to priority over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record, if any there be, insofar as such are in force and applicable. Said premises will also be sold subject to all laws and ordinances, including, but not limited to all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

Terms of sale: Ten percent (10%) of the purchase price will be required to be paid in cash or by certified or bank cashier's check by the purchaser as follows: (1) Fifty thousand dollars (\$50,000) at the time and place of sale and (2) the balance of the 10% within five business days from the date of sale, as earnest money (the mortgage holder and its designee[s] are exempt from this requirement). The balance of the purchase price shall be paid in cash or by certified or bank cashier's check, and the deed shall be delivered at the closing, which shall be held at the office of Katz, Murphy & Greenwald, A Professional Corporation, 29 Wendell Avenue, Pittsfield, MA 01201, within thirty (30) days after the foreclosure sale, unless same is on a Saturday, Sunday or legal holiday in which event the closing shall be on the next business day, and unless the mortgage holder otherwise agrees, time being of the essence.

This sale may be postponed or adjourned from time to time if necessary, by an attorney for the mortgagee or mortgage holder at the scheduled time and place of the sale. The description for the premises, as such is contained and set forth in the mortgage, shall control in the event of a typographical error in this publication.

The successful bidder shall be required to sign a Memorandum of Sale at the auction sale.

In the event that the successful bidder at the foreclosure sale fails to purchase the described premises according to the terms of this notice of sale or as provided for in the Memorandum of Sale executed at the time of foreclosure, the mortgagee or mortgage holder reserves the right to sell the premises by foreclosure deed to the next highest bidder provided that the said second highest bidder shall deposit with the mortgagee's or mortgage holder's attorney, Katz, Murphy & Greenwald, A Professional Corporation, the amount of the required deposit and execute an agreement similar to said Memorandum of Sale, within three (3) business days after written notice of default of the previous highest bidder. Title shall be conveyed to said second highest bidder within twenty (20) days of said written notice.

If the second highest bidder declines to purchase the mortgaged premises, the mortgagee or mortgage holder reserves the right to purchase the within described property at the amount bid by the second highest bidder.

The mortgagee reserves the right to postpone the sale to a later date by public proclamation on the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms, if any, to be announced at the time and place of the sale.

MFC FUNDING, LLC

By: _____

Its: _____

Present holder of said mortgage

From the Offices of:

David W. Murphy, Jr.
for Katz, Murphy & Greenwald
A Professional Corporation
29 Wendell Avenue
Pittsfield, MA 01201
Tel. (413) 443-5957
Fax (413) 445-5888

Aaron Posnik & Co., Inc., Auctioneer License No. 161

Dates of publication: February 24, March 3, and March 10, 2010

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS

March 19, 2010

AUCTIONEER'S MEMORANDUM OF PUBLIC AUCTION

Property: Real Estate located at 195-203 Main Street, Lenox, Massachusetts 01240

Sold at public auction on March 19, 2010, to _____
_____ of _____,
the highest bidder, all the right title and interest of BDM, Inc. in and to the premises described in mortgage deed given by the said BDM, Inc. to Metro Funding Corp., dated December 21, 2007, and recorded in the Berkshire Middle District Registry of Deeds in Book 3960, Page 257, and described in the notice of foreclosure sale attached hereto and made a part hereof, for the sum of _____ Dollars.

The sale is not complete until the successful bidder has made the required deposit, which shall be forfeited if he does not perform his part of the agreement. In case of forfeiture, the deposit shall become the property of the seller, except that legal costs and other expenses of foreclosure may be deducted therefrom, and shall not be applied to the mortgage debt, and such forfeiture shall not release the purchaser from his agreement.

The premises shall be conveyed by the usual mortgagee's deed under the statutory power of sale, subject as aforesaid, and the balance of the consideration paid within 30 days after the foreclosure sale, unless same is on Saturday, Sunday or legal holiday in which event the closing shall be on the next business day, and unless the mortgage holder otherwise agrees, time being of the essence.

The "Mortgagee's Sale of Real Estate" and "Other Terms of Real Estate Sale" were read at the sale, and the sale was conducted in accordance therewith. This memorandum was made by me immediately following said sale and a copy thereof was given to said purchaser.

WITNESS:

Auctioneer

The undersigned has this 19th day of March, 2010, purchased at public auction of Aaron Posnik & Co., Inc., auctioneer, the real estate described in said foreclosure notice and agrees to comply with the terms of the sale as stated by the auctioneer, and as set forth in the Mortgagee's Sale of Real Estate notice and Other Terms of Real Estate Sale. I acknowledge receipt of a copy of this memorandum with the attached Mortgagee's Sale of Real Estate and Other Terms of Real Estate Sale referred to herein.

WITNESS:

Purchaser

OTHER TERMS OF REAL ESTATE SALE

Mortgage: BDM, Inc. to Metro Funding Corp. dated December 21, 2007, and recorded in the Berkshire Middle District Registry of Deeds in Book 3960, Page 257, assigned to MFC Funding, LLC by Assignment of Mortgage, dated December 21, 2007 and recorded in said Registry of Deeds in Book 3960, Page 288.

Property: 195-203 Main Street, Lenox, Massachusetts 01240

Public auction held March 19, 2010, at 2:00 p.m.

1. The mortgaged premises shall be conveyed by the usual Mortgagee's deed under the statutory power of sale, subject to the terms of the "Mortgagee's Sale of Real Estate" and the "Other Terms of Real Estate Sale" contained herein, and the balance of the consideration paid within 30 days after the foreclosure sale, unless same is on Saturday, Sunday or legal holiday in which event the closing shall be on the next business day, and unless the Mortgagee otherwise agrees, time being of the essence. The Mortgagee's foreclosure deed and affidavit, in the usual form, shall be delivered to the successful bidder upon receipt of the full balance of the purchase price.

2. Neither the Buyer nor any of its agents or employees shall enter upon the property prior to closing for any purpose without obtaining the prior written authorization of the Mortgagee. In the event the Mortgagee, in its sole and exclusive discretion, permits the Buyer or its agents to enter upon the property, the Buyer indemnifies the Mortgagee for any loss, damage, liability or expense, including reasonable attorneys' fees, incurred on account of such entry and any activity conducted by the buyer, it being acknowledged that any entry or activity shall be at the sole risk and expense of the buyer.

3. THE PROPERTY IS BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AS OF THE DATE OF CLOSING. THE MORTGAGEE WILL MAKE NO

AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY. THE MORTGAGEE AND THE AUCTIONEER SPECIFICALLY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR ITS OPERATION, OR ANY OF THE INFORMATION CONTAINED IN THE BIDDER'S PACKAGE, EXCEPT AS SPECIFICALLY SET FORTH IN THE AUCTIONEER'S MEMORANDUM OF PUBLIC AUCTION, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO CONSTRUCTION, FITNESS FOR HABITATION, ZONING, USE, OR CONDITION OF THE PROPERTY, OR THE EXISTENCE ON OR UNDER THE PROPERTY OF ANY OIL, HAZARDOUS WASTE, SUBSTANCES OR MATERIALS, ASBESTOS, UREA FORMALDEHYDE FOAM INSULATION, LEAD PAINT OR ABOVE GROUND OR UNDERGROUND STORAGE TANKS FOR OIL OR OTHER MATERIALS. THE BUYER SHOULD INDEPENDENTLY EXAMINE, OR HAVE ITS OWN CONSULTANTS EXAMINE, ALL FINANCIAL AND LEGAL DOCUMENTS, CONTRACTS, LICENSES PERMITS, ENVIRONMENTAL MATTERS AND INFORMATION RELATING TO THE PROPERTY. ALL PURCHASES OF THE PROPERTY WILL BE BASED SOLELY ON THE BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY THE MORTGAGEE OR THE AUCTIONEER. IN THE EVENT ANY INFORMATION CONTAINED IN THE BIDDER'S PACKAGE VARIES FROM DATA OBTAINED ELSEWHERE, THE INFORMATION CONTAINED IN THE BIDDER'S PACKAGE SHALL GOVERN, SUBJECT TO BEING UPDATED AT THE SALE.

Without limiting the generality of the foregoing, it is acknowledged as follows:

a. No representation or warranty is made as to whether any contracts, leases, licenses or permits (including, without limitation, any licenses or permits needed to operate any aspect of the property) are in full force and effect, whether the same are transferable or assumable, or whether they terminate upon sale of the property.

b. No representation is made as to the zoning or permitted use of the property.

4. The purchaser assumes the responsibility of the costs and the installation of smoke detectors to meet the requirements of Massachusetts General Laws, and other applicable governmental laws and regulations relative to smoke detectors, and to obtain a smoke detector certificate, and the Mortgagee shall not be obligated to provide any such certificate.

5. The purchaser assumes the responsibility of the costs and the installation of carbon monoxide detectors to meet the requirement of Massachusetts General Laws and other applicable governmental laws and regulations relative to carbon monoxide detectors, and to obtain a carbon monoxide detector certificate, and the Mortgagee shall not be obligated to provide any such certificate.

6. Every buyer of residential real estate build prior to 1978 is hereby notified that such properties may have lead exposures that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damages, including learning disabilities, reduced IQ, behavioral problems and impaired memory. Environmental lead inspection is recommended prior to purchase. I have a document entitled "Department of Public Health Property Transfer Notification" for all prospective bidders. Since

the mortgaged premises is being transferred by means of a foreclosure sale, the purchaser may not have the opportunity to have a lead paint inspection prior to the sale or to paying the balance of the purchase price due on the closing date hereunder. Therefore, the purchaser's obligations herein are not contingent upon either the availability or results of an inspection for dangerous levels of lead. The purchaser assumes the risks and obligations under Mass. G.L. c. 111, § 190-199, of any possible lead paint problem if a child under six years of age is or becomes a resident of the premises described in the mortgage. The prospective purchaser is obligated to sign a "Property Transfer Notification Certification" in which the purchaser waives the opportunity to conduct risk assessment or inspection for the premises of lead-base paint and/or lead-base paint hazards as a condition of the purchase.

7. NO ADJUSTMENTS

a. No adjustment shall be made for real estate taxes, water rates and charges, assessments or other municipal charges, liens or claims in the nature of liens, as the successful bidder shall take the property subject to all taxes, charges, assessments and liens up to the date of delivery of the deed. I have in my possession a Certificate of Municipal Liens dated February 17, 2010, issued by the Collector of Taxes for the Town of Lenox, a copy of which has been given to all prospective bidders. The total amount outstanding is \$43,818.65 as of the date of the Certificate of Municipal Liens, with an interest per diem rate of \$13.21. We were orally informed by the office of the Lenox Tax Collector that there is no balance due for sewer/and/or water charges to the Town. However, each qualified bidder must verify precise amounts owed with the Lenox Tax Collector, as the property is being sold subject to all real estate taxes and municipal liens, if any.

b. No representation is made as to whether any certificate of municipal liens or any tax information is accurate or complete or whether the property can be used for any particular purpose. The Buyer assumes full responsibility with regard to municipal charges, including, without limitation, taxes and tax titles or tax takings, outstanding as of the date of the foreclosure sale and those outstanding as of the closing and for determining the proper uses for the property.

8. The foreclosure auction shall not be deemed complete until the Buyer has executed the Auctioneer's Memorandum of Public Auction and made the required deposit. Failure of the Buyer to execute the Auctioneer's Memorandum of Public Auction or failure by the Buyer to fulfill the Buyer's agreements, shall constitute a default hereunder. Upon the Buyer's default, the Mortgagee shall be entitled, at its election, to either retain the deposit as liquidated damages or to hold the buyer responsible for all damages caused by its breach of contract, including, without limitation any deficiency resulting from a resale, whether to the second highest bidder, the Mortgagee, or otherwise, together with costs of resale and any costs of maintaining or owning the property. In the event the Mortgagee resells the property, the Buyer shall have no claim to any excess of the eventual sale price over the amount bid.

9. The Buyer shall pay all recording fees and documentary stamps and sales tax in connection with the transfer of the property, all costs of obtaining smoke detectors and carbon monoxide detectors and smoke and carbon monoxide detector certificates, any real estate taxes, tax titles, tax takings, or tax lien and municipal charges due as of the date of the Auctioneer's Memorandum of Public Auction and those due from the date of the Auctioneer's Memorandum of Public Auction to the date of the closing, as well as all of the Buyer's costs in connection with

the transaction, including but not limited to title examinations and title premiums. There shall be no adjustments whatsoever, whether for taxes, municipal charges, deed stamps, rent, utilities or otherwise.

10. Documents provided today are for information purposes only and no representation is made as to the truth or accuracy of the information contained therein. All of the information provided herein has been compiled and submitted to the Mortgagee or its attorneys by others. Make your own conclusions as to the reliability and relevancy of this information.

11. On the date of sale, personal property will be sold in its entirety rather than in separate lots. The order of sale shall be, the premises and all personal property combined will be offered for sale. Thereafter, the premises will be offered for sale separate from the personal property. Thereafter the personal property will be offered for sale separate from the premises. If the highest bid for the premises and personal property combined exceeds the sum of the highest separate bids for premises and personal property, then the premises and personal property shall be sold to the highest bidder on the combined bid. If, on the other hand, the sum of the separate highest bids on the premises and personal property exceeds the highest combined bid, then the premises and personal property will be sold separately to the highest separate bidders.

STATE TAX
FORM 290

THE COMMONWEALTH OF MASSACHUSETTS
Town of Lenox
Office of the Collector of Taxes

Certificate of Municipal Liens
GEN. LAWS CHAP. 60, SEC. 23
AS AMENDED, CHAP. 250, 1987

Requested By:
KATZ, MURPHY & GREENWALD
29 WENDELL AVE., SUITE 2
PITTSFIELD, MA 01201

Certificate # 121057
Cert Date 02/17/2010

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 02/17/2010 are listed below

DESCRIPTION OF REAL ESTATE

Map/Parcel	Land	524,300	Land Area	170,015	Book	3960
46 20 46 19	Building	1,221,100	Cert #	0	Page	254
	Other	25,200	Doc #	0	Deed Date	12/24/2007
Unit	Total	1,770,600				
District	0					

Name of person assessed: BDM, INC.
Location of Property: 203 MAIN ST and 195 MAIN ST (Properties combined in 1999)
Interest thru 02/17/2010

Year	Description	Total Billed	Balance	Interest	Demand & Fees	Total Due	PerDiem
2010	RE Q4	6,218.51	6,218.51	0.00	0.00	6,218.51	0.00
2010	RE Q3	6,218.52	6,218.52	33.39	0.00	6,251.91	2.39
2010	RE Q2	5,745.46	5,745.46	235.80	0.00	5,981.26	2.20
2010	RE Q1	5,745.46	5,745.46	436.34	0.00	6,181.80	2.20
2009	RE	22,421.31	16,735.93	2,449.24	0.00	19,185.16	6.42
2008	RE	22,110.49	0.00	0.00	0.00	0.00	0.00
Total Taxes		68,459.75	40,663.88	3,154.77	0.00	43,818.65	13.21
Property Total		68,459.75	40,663.88	3,154.77	0.00	43,818.65	13.21

I have no knowledge of any other lien outstanding. All of the amounts listed are to be paid to the Collector.

RE Bill Number: 446

Unpaid utility and other charges

PER DIEM AFTER 02/17/2010 13.21 TOTAL DUE 43,818.65

Diana C. Kirby
Diana C. Kirby

Collector of taxes for Town of Lenox

NAME OF CITY OR TOWN

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS

March 19, 2010

AUCTIONEER'S MEMORANDUM OF PUBLIC AUCTION OF PERSONAL PROPERTY

Property: Personal Property located at 195-203 Main Street, Lenox, Massachusetts 01240

Sold at public auction on March 19, 2010, to _____ of _____, the highest bidder, all the right title and interest of MFC Funding, LLC in and to the Personal Property described as collateral in a security agreement, given by the said BDM, Inc. to Metro Funding Corp. dated December 21, 2007, and UCC-1 recorded as filing no. 200762101560 with the Secretary of the Commonwealth of Massachusetts, for the sum of _____ Dollars.

The sale is not complete until the successful bidder has made the required deposit, which shall be forfeited if such successful bidder does not perform his, her or its part of the agreement. In case of forfeiture, the deposit shall become the property of the seller, except that legal costs and other expenses of public sale may be deducted therefrom, and shall not be applied on the secured debt, and such forfeiture shall not release the purchaser from his agreement.

The Personal Property shall be conveyed by the Seller's attorney's form of bill of sale and/or transfer statement, and the balance of the consideration paid within 20 days after the public sale, unless the secured party otherwise agrees, time being of the essence.

The "Other Terms of Personal Property Sale" and "Mortgagee's Sale of Real Estate" and "Notice of Secured Party Sale and "Notification of Disposition of Collateral (G.L. c. 106 § 9-613)" were read at the sale and are incorporated herein, and the sale was conducted in accordance therewith. This memorandum was made by me immediately following said sale and a copy thereof was given to said purchaser.

WITNESS:

Auctioneer

The undersigned has this 19th day of March, 2010, purchased at public auction of Aaron Posnik & Co., Inc., auctioneer, the personal property described in said foreclosure and sale notice and agrees to comply with the terms of the sale as stated by the auctioneer, and as set forth in the Other Terms of Personal Property Sale, Mortgagee's Sale of Real Estate, Notice of Secured Party Sale and Notification of Disposition of Collateral. I acknowledge receipt of a copy of this memorandum with the attachments.

WITNESS:

Purchaser

OTHER TERMS OF PERSONAL PROPERTY SALE

Security

Agreement: BDM, Inc. to Metro Funding Corp., assigned to MFC Funding, LLC (the "Secured Party") dated December 21, 2007, with UCC-1 recorded with Secretary of the Commonwealth of Massachusetts as filing no. 200762101560 (Incorrectly indexed by Secretary of the Commonwealth under debtor name "EDM, Inc.")

Personal

Property: All personal property of BDM, Inc., located at 195-203 Main Street, Lenox, Massachusetts 01240, and more particularly described in the inventory list attached hereto and provided to the qualified bidders.

Public auction held March 19, 2010 at 2:00 p.m.

1. There are _____ qualified bidders for the Personal Property being sold pursuant to the Security Agreement. Is there anyone present not previously qualified who wishes to qualify and bid for the Personal Property at this time?
2. If the highest bidder fails to close on the purchase of the Personal Property, the Secured Party has the right to sell such Personal Property to the next highest bidder.
3. The Personal Property shall be conveyed by bill of sale and/or transfer statement of Secured Party, transferring all of the Secured Party's rights, title and interests to the Personal Property, subject to the terms of the "Mortgagee's Sale of Real Estate" and "Notice of Secured Party Sale" and "Other Terms of Personal Property Sale" contained herein, and the balance of the consideration paid in full within ten (10) days after the date of this public sale, unless the Secured Party otherwise agrees, time being of the essence. The bill of sale and/or the transfer statement, in the Secured Party's attorney's usual form, shall be delivered to the successful bidder upon receipt of the full balance of the purchase price.
4. The Personal Property is being sold "as is," "with all faults" and with no warranties or representations whatsoever and such bill of sale and/or transfer statement shall

contain the following disclaimer:

“THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THE LIKE IN THIS DISPOSITION, ALL OF WHICH WARRANTIES, WHETHER EXPRESSED OR IMPLIED, THE SECURED PARTY HEREBY DISCLAIMS. ALL PROPERTY IS SOLD ‘AS IS’ AND ‘WITH ALL FAULTS.’”

5. The purchaser of the Personal Property shall take possession of the Personal Property subject to the rights to any and all prior secured parties, other secured parties and lien holders. I have no information concerning any amount that may be due to any other party.

6. The public sale of collateral shall not be deemed complete until the purchaser, as the case may be, has tendered the required deposit and signed the “Auctioneer’s Memorandum of Public Auction of Personal Property” in duplicate and the Auctioneer has executed and returned one copy to said purchaser or purchasers, as the case may be.

7. On the date of sale, personal property will be sold in its entirety rather than in separate lots. The order of sale shall be, the premises and all personal property combined will be offered for sale. Thereafter, the premises will be offered for sale separate from the personal property. Thereafter the personal property will be offered for sale separate from the premises. If the highest bid for the premises and personal property combined exceeds the sum of the highest separate bids for premises and personal property, then the premises and personal property shall be sold to the highest bidder on the combined bid. If, on the other hand, the sum of the separate highest bids on the premises and personal property exceeds the highest combined bid, then the premises and personal property will be sold separately to the highest separate bidders.